

**MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE  
AGREEMENT**

AGREEMENT, made as of \_\_\_\_\_,  
by and between PARMATECH CORPORATION and  
\_\_\_\_\_, hereafter known as  
"COMPANY", in connection with certain discussions or transactions  
wherein the parties may exchange information which the parties  
recognize may be confidential.

The parties agree as follows:

1. Proprietary Information:

The term "Proprietary Information" means all confidential information including, without limitation, know-how, trade secrets, inventions, methods or products, patentable or patented and other information which is: (i) not generally known in the industry in which either party is or may become engaged; and (ii) related to the products, processes or services of either party, or useful in any aspect of the business of either party or any of their affiliates. "Proprietary Information" shall not include such confidential information which has been sold or assigned, pursuant to a written agreement to such effect, from one party to the other.

2. Obligation of Confidentiality:

(a) Each party hereby agrees that it will: (i) receive in trust and keep confidential any Proprietary Information obtained from the other party; (ii) transmit, disclose or deliver Proprietary Information received from the other party only to those employees, officers or directors who have a need to know such Proprietary Information for the discussions or transactions contemplated hereby; (iii) inform said employees, officers or directors of the confidential nature thereof and of its obligations hereunder; and (i) use any Proprietary Information received from the other party only for the purposes for which such Proprietary Information is delivered and require them to receive in trust and keep confidential any such Proprietary Information.

## MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

PAGE 2

(b) The obligations of confidentiality hereunder shall not apply to any information: (i) that was known by the party's receiving such information as evidence by such party's prior written records before receipt thereof; or (ii) which is or hereafter becomes part of the public domain through no wrongful act of the party receiving such information.

3. Term:

The obligations of confidentiality hereunder with respect to any given item of Proprietary Information shall continue for a period of four years from the time of its disclosure.

4. Inventions and Discoveries:

Each party hereto agrees that it will not assert any proprietary rights to any inventions, discoveries, improvements or other concepts or ideas contained in the Proprietary Information received from the other party. Except as otherwise agreed in writing, each party further agrees that all inventions, discoveries or improvements arising out of the Proprietary Information received from the other party, and any patents or patent applications relating thereto, shall be disclosed promptly to the other party and shall be the property of the other party. Each party agrees to execute all documents and take, at the other party's cost, all actions which may be necessary or appropriate to protect the rights of the party in all such inventions, discoveries, improvements, patents or patent applications and to vest the entire right and title thereto in the other party.

5. Documentation:

Upon the request of one party hereto, the other party shall return any and all documents, records, notebooks, electronic recordings, computer software, or any other media containing Proprietary Information revealed by the party making such request, including copies thereof, then in its possession, whether such documentation was prepared COMPANY, PARMATECH CORPORATION or others.

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

PAGE 3

6. Remedies:

Each party understands that unauthorized use or disclosure of any Proprietary Information may result in irreparable injury or damage and that any failure to comply with the requirements of this Agreement may result in legal or equitable action to enjoin it from breaching any obligations hereunder or to recover damages suffered as a result of any such breach.

7. Miscellaneous:

(a) If any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provision shall be deemed amended to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms. This Agreement and any disputes arising hereunder shall be governed exclusively by the laws of the State of California, without reference to its conflicts of law principles.

(b) A breach of this Agreement, whether demonstrable or alleged, shall not entitle the party claiming such breach on the part of the other party to suspend its performance under this Agreement or to fail to comply with the requirements of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

\_\_\_\_\_

PARMATECH CORPORATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_